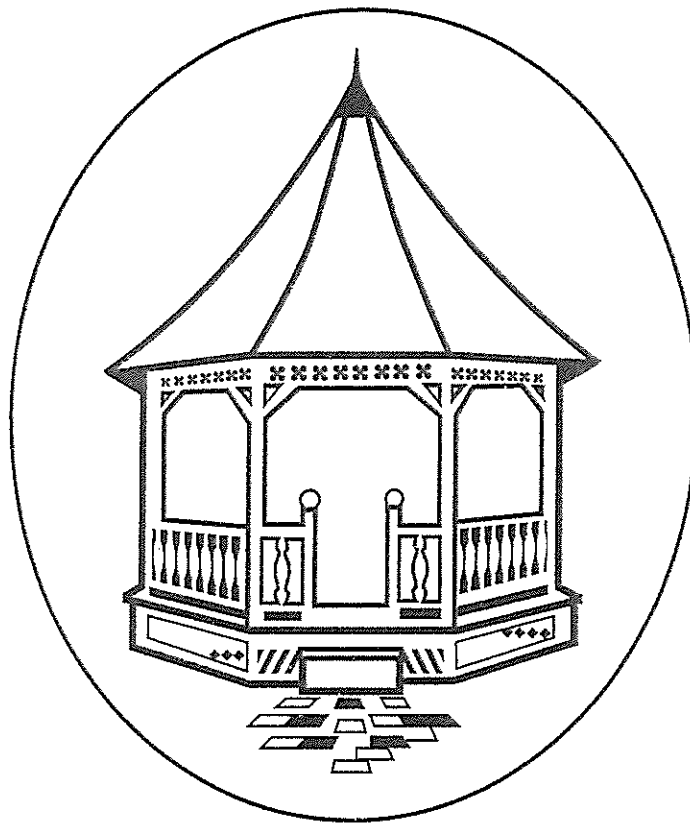


Hampton Suites at Southgate
Disclosure of Rights and Services

COPY



Southgate at Shrewsbury, Inc.
30 Julio Drive
Shrewsbury, MA 01545

Hampton Suites at Southgate Disclosure of Rights and Services

- A. Every Resident of an Assisted Living Residence shall have the right to:
- a) Live in a decent, safe, and habitable Residential living environment;
 - b) Be treated with consideration and respect and with due recognition of personal dignity, individuality, and the need for privacy;
 - c) Privacy within the Resident's Unit subject to rules of the Assisted Living Residence reasonably designed to promote health, safety and welfare of Residents;
 - d) Retain and use his or her own personal property, space permitting, in the Resident's living area so as to maintain individuality and personal dignity;
 - e) Private communications, including receiving and sending unopened correspondence, access to a telephone, and visiting with any person of his or her choice;
 - f) Freedom to participate in and benefit from community services and activities and to achieve the highest possible level of independence, autonomy, and interaction within the community;
 - g) Directly engage or contract with licensed or certified health care providers to obtain necessary health care services in the Resident's Unit or in such other space in the Assisted Living Residence as may be available to Residents to the same extent available to persons residing in their own homes, and with other necessary care and service providers including but not limited the pharmacy of the Resident's choice subject to reasonable requirements of the Residence. The Resident may select a medication-packaging system within reasonable limits set by the Assisted Living Residence. Any Assisted Living Residence policy statement that sets limits in medication packaging systems must first be approved by EOE;A;
 - h) Manage his or her own financial affairs, unless the Resident has a Legal Guardian or other court-appointed representative with the authority to manage the Resident's financial affairs;
 - i) Exercise civil and religious liberties;
 - j) Present grievances and recommended changes in policies, procedures, and services to the Sponsor, Manager or staff of the Assisted Living Residence, government officials, or any person without restraint, interference, coercion, discrimination or reprisal. This right includes access to representatives of the Assisted Living Ombudsman Program established under M.G.L. c. 19D, § 7, the Elder Protective Services program established under M.G.L. c. 19A, §§ 14 through 26 and the

Disabled Persons Protection Commission (DPPC) established under M.G.L. c. 19C et seq.;

- k) Upon request, obtain from the Assisted Living Residence, the name of the service Coordinator or any other persons responsible for his or her care or the coordination of his or her care;
- l) Confidentiality of all records and communications to the extent provided by law;
- m) Have all reasonable requests responded to promptly and adequately within the capacity of the Assisted Living Residence;
- n) Upon request, obtain an explanation as to the relationship, if any, of the Residence to any health care facility or educational institution insofar as the relationship relates to his or her care or treatment;
- o) Obtain from a person designated by the Residence a copy of any rules or regulations of the Residence which apply to his or her conduct as a Resident;
- p) Privacy during medical treatment or other rendering of services within the capacity of the Assisted Living Residence;
- q) Informed consent to the extent provided by law;
- r) Not be evicted from the Assisted Living Residence except in accordance with the provisions of landlord tenant law as established by M.G.L. c. 186 or M.G.L. c. 239 including, but not limited to, an eviction notice and utilization of such court proceedings as are required by law;
- s) Be free from Physical and Chemical restraints;
- t) Receive an itemized bill for the basic fee and for charges, expenses and other assessments for the provision of Resident services, Personal Care Services, and optional services;
- u) Have a written notice of the Residents' Rights published in typeface no smaller than 14-point type posted in a prominent place or places in the Assisted Living Residence where it can be easily seen by all Residents. This shall include the, address, and telephone numbers of the EOEA Assisted Living Ombudsman Program, and the telephone number of the Elder Abuse Hotline; and
- v) Be informed in writing by the Sponsor of the Assisted Living Residence of the community resources available to assist the Resident in the event of an eviction procedure against him or her. Such information shall include the name, address and telephone number of the Assisted Living Ombudsman Program.

B. Hampton Suites Self-Administered Medication Management Policy (SAMM)

A qualified employee may assist a Resident to take the proper medication ordered by the physician in accordance with 651 CMR12.02.

1. Open pre-filled medication package for Resident and place the container or the medication from the container in the Resident's hand. Medications may also be placed in a cup or saucer type container provided Resident is holding the container.
2. If a Resident asks, staff may read the medication label to Resident, and check the dosage against the label on the container to be sure the Resident is taking the medication at the correct time and correct route (by mouth, by injection, by spray, inhaler, or drops). Medication can be checked against the medication list provided in the medication book. Make sure it is the correct Resident by asking him/her their name.
3. Prescription and non prescription salves, ointments, patches, eye drops and eardrops are not to be treated any differently than oral medications. The PCA may only observe and assist a Resident with medication. They may guide and/or support the Resident's arm or hand. The PCA may not squeeze the bottle of drops or spray. The PCA may not apply any medicated ointments or salves of any kind.
4. The PCA will watch the Resident take the medication, and observe and document the actions of the Resident after taking the medication. The PCA must initial the appropriate box on the medication sheet.
5. PRN medications are to be treated no different then any other medication. All PRN medications must be pre-filled and clearly marked what the medication is and what it is to be used for. All Residents must be able to ask for the medication and know what the medication is for.
6. Oral medications must be in pre-filled medication boxes clearly labeled with Resident's name and reminder times. Resident must choose the person designated to pre-fill medication boxes (Hampton Suites employees will not assist in pre-filling). Because the medication has been removed from its original pharmacy filled container you must be aware of the risks involved.

Resident hereby acknowledges the following risks involved in using pre-filled medication boxes:

- Difficulty in identifying medications that have been pre-filled
- Unable to verify prescription dosage
- No label to compare

Our intent is to provide the best possible safest living environment for our Residents. Assisting with medications is a very important part of our service.

C. Services provided which are included in the Monthly Fee

- Individualized Service Plan
- For all Residents whose service plans so specify – supervision of and assistance with Activities of Daily Living: bathing, dressing, grooming, ambulation and toileting.
- For all Residents whose service plans so specify – supervision or assistance with Instrumental Activities of Daily Living: apartment tidying, laundry, daily bed making.
- Assistance with appointment scheduling, escort to dining services, activities, and other events within the community.
- For all Residents whose service plans so specify – Self Administered Medication Management (SAMM)
- 24 hour staffing
- Emergency Response System
- Three regularly scheduled meals daily
- Therapeutic diet consisting of low fat, low salt, and low sugar
- Scheduled local transportation
- Social and recreational activities
- One hour per day of assistance with Personal Care

Resident has the right, in common with all others, to utilize all community facilities of Southgate with the exception of the Atrium Dining Room and the Saratoga Lounge.

D. Services not offered by Hampton Suites

Except as otherwise expressly stated in this Agreement, Hampton Suites does not provide the following services:

- Limited Medication Administration
- Management of Wandering Behavior
- Respite Care
- Management of Personal Finances
- Subsidy Programs
- Feeding

E. Nursing and Personal Care Worker Staffing Levels

Role of the Nurse:

No nurse who is working for the residence shall provide skilled nursing care (for example, injections, sterile dressing changes, tube feeding, continuous oxygen, catheters, and physical therapy), nor oversee nor supervise such practice.

A nurse is scheduled on a per diem basis for the following

- Introductory visits
- PCA skills evaluations

Hampton Suites schedules Personal Care Attendants (PCA) 24 hours per day. All PCA's are Certified Nurses Aides or Certified Home Health Aides.

Currently Hampton Suites schedules the following number of PCA's

<u>Shift</u>	<u>Staff</u>
7:00 a.m. - 3:30 p.m.	4 to 5
3:00 p.m. - 11:30 p.m.	3 to 4
11:00 p.m. - 7:30 a.m.	2 to 3

Staffing levels may vary due to the number of Residents and staff availability.

F. Rules of Conduct for Staff, Management and Residents

Residents Rules

1. Parking must be in assigned parking places only.
2. Apartments must be kept clean, sanitary and free from intolerable odors.
3. Entrance doors, hallways elevators and other public areas shall not be obstructed.
4. No personal belongings may be placed in halls, stairways or about the building.
5. No littering of papers or trash is allowed. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulations.

6. No goods or materials of any kind or description, that are combustible or would increase fire risk, shall be taken or placed in storage areas.
7. No use of obscene or abusive language, or gesture.
8. No offering of gratuities, tips, or property to employees.
9. Responsible and liable for the conduct of his/her guests.
10. No smoking in any part of the building, including Residents' apartments.
11. Should the need for skilled nursing care become necessary, the Resident agrees to obtain such services from a Certified Provider of Ancillary Services or a Licensed Hospice.

Management and Staff Rules

1. Treat all Residents and staff with dignity and respect.
2. No use of obscene or abusive language, or gestures will be tolerated.
3. No Physical, emotional or financial exploitations of Residents.
4. No threatening, intimidating or coercing Residents or fellow staff members.
5. No acceptance of gratuities, tips, or property from Residents.
6. No immoral and/or indecent conduct while on the premises.
7. Breaks should be taken in designated areas only.
8. No deliberate, gross negligence, destruction or damage to any property, equipment, and/or tools belonging to Hampton Suites, Residents or staff.
9. No unauthorized entry into a Resident's apartment.
10. Smoking in designated areas only.
11. Respect Residents' confidentiality.
12. Parking in designated areas only.

G. Hampton Suites Resident Grievance Procedure

Resident may present any grievances and recommended changes in policies, procedures, rules and regulations and services to any staff, supervisory staff, the Manager of Hampton Suites, or to any other person without restraint, interference, coercion, discrimination or reprisal, either orally or in writing, and Hampton Suites will seek to respond to Resident's concerns. Resident may also at any time contact the Massachusetts Assisted Living Ombudsman Program, the Elder Protective Services and the Disabled Persons Protection Commission. The address and telephone number of the Assisted Living Ombudsman program is:

One Ashburton Place, 5th Floor

Boston, MA 02108

1-800-AGE-INFO (1-800-243-4636)

1-617-727-7750

TDD/tty: 1-800-872-0166

H. Certain Residency Agreement Provisions to be signed by the Resident

Cost:

- Entrance Fee Amount _____
- Deferred Fee Percentage _____
- Monthly Fee Amount _____

Payment Terms:

- For a period of one month beginning on the date of occupancy, and thereafter to automatically renew for successive terms of one month unless terminated according to the provisions of the Hampton Suites at Southgate Residency Agreement.
- The Monthly Fee is due and payable to Southgate on or before the first day of each calendar month, along with any other monthly charges that may be due and payable.
- Resident agrees to pay the Monthly Fee and acknowledges that such charges are subject to change

Southgate at Shrewsbury, Inc.

By _____
Title: Authorized Agent

_____ Date

Resident

_____ Date

Resident

_____ Date

Legal Representative

_____ Date

Contract Document Revision Date: December 10, 2006

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Use of Bed Rails

The Executive Office of Elder Affairs (EOEA) policy states that bed rails, which are being defined as “all rails or bars that run partially or fully along one or both sides of a resident’s bed, including ‘U-bars’ and similar devices” that function as restraints, are not permitted in an Assisted Living residence. Bed rails have been found in some cases to increase the incidence of falls or head trauma due to falls, and other accidents such as strangulation and entrapment.

In accordance with EOEA policy, Hampton Suites at Southgate will not permit the use of bed rails that function as a restraint.

The EOEA policy states that a bed rail may only be used in an Assisted Living residence if it is not functioning as a restraint. A bed rail **is not** considered to be functioning as a restraint if an individual is able to navigate independently around the bed rail and safely get in and out of bed. The determination as to whether or not an individual meets this standard will be based on an assessment completed by a physical therapist or an occupational therapist, which shall be maintained in the Resident's clinical file at Hampton Suites.

Hampton Suites will review and update bed rail assessments in conjunction with Resident Care Plan updates, so that a new bed rail assessment occurs either every 6 months, or after a Resident experiences a significant change in his or her circumstances.

Resident

Date

Resident

Date

Legal Representative

Date

Legal Representative Name (Print Name)

Hampton Suites Authorized Agent

Date

Hampton Suites at Southgate
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Urgent and Emergency Needs Response

Hampton Suites at Southgate provides timely assistance and prompt response to our Residents' urgent or emergency needs 24 hours a day, 7 days a week. Accordingly, Hampton Suites provides sufficient staffing at all times to effectively respond to individual resident emergencies.

To ensure our response system is effective on an ongoing basis, Hampton Suites has established a policy and practice for the quarterly monitoring and testing of our emergency response system on all shifts. Monitoring activities and test results shall be accurately documented, and readily available for review by an authorized employee or agent of EOEA to verify the system's effectiveness.

Our Emergency Response System includes, but is not limited to the following:

- Emergency Pull Chords located in each Apartment Home
- Emergency Call Pendant/Watch for each Resident, with GPS system to identify resident location in apartment and throughout common areas of the community
- Emergency Call System Pagers for Hampton Suites Staff
- Emergency Call Management Console located at Hampton Suites Staff Desk
- Effective Staff training of equipment and reporting procedures
- Quality Assurance effectiveness audits conducted quarterly with results recorded, reviewed and documented in the QA, QI master file.
- Emergency Call System reports readily available for review by authorized employees or agents of EOEA

Resident

Date

Resident

Date

Legal Representative

Date

Legal Representative (Print name)

Date

Hampton Suites Authorized Agent

Date

Hampton Suites at Southgate
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Self-Administered Medication Management Policy (SAMM)

SAMM is a process which includes reminding residents to take medication, opening containers for residents, opening prepackaged medication for residents, reading the medication label to residents, and observing residents while they take the medication.

SAMM shall only be performed by Staff that have completed Personal Care Service Training as set forth in 651 CMR 12.07(3) and (4), a practitioner as defined in MGL c. 94C, or a nurse registered or licensed under the provisions of MGL c. 112, 74 or 74A to the extent allowed by laws, regulations and standards governing nursing practice in Massachusetts.

Hampton Suites at Southgate staff complies with the applicable Commonwealth of Massachusetts requirements. Appropriate documentation of such training or licensure shall be kept in the employee's record.

Hampton Suites Staff assisting a Resident to self-administer medication shall perform all of the following actions:

- Remind Resident to take all medications; and
- Check the package to ensure the name on the package is that of the Resident; and
- Observe the Resident while they take the medication; and
- Document the observation of the Resident's actions regarding the medication

Assisting a Resident to self-administer medication without performing all of the bulleted requirements set forth above is prohibited.

If requested by the Resident, Staff performing SAMM may open pre-packaged medication and/or open containers or bottles. Punching or pressing medication out of a unit and/or multi-dose package is allowed. Staff performing SAMM may read the name of the medication and directions to the Resident and respond to questions the Resident may have regarding the directions on the medication label.

Hampton Suites staff **will not** assist Residents with measuring and/or pouring medication as this action is considered "dosing" and is not permitted under SAMM guidelines.

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SAMM Documentation

Staff performing SAMM shall document at a minimum the following information:

- The name of the Resident;
- The time assistance with SAMM was provided/offered (e.g. 8am, 10am, noon);
- Information indicating whether the medication was taken or not;
- If the medication was not taken, the reason why the medication was not taken (e.g. Resident refused, Resident was on a Leave of Absence from the community);
- The signature and initials of the Staff member who assisted and observed SAMM for regularly scheduled medications

The above documentation shall be maintained in the Resident's clinical file and must, as with all other required documentation, be available for review by an authorized employee or agent of the EOEA.

Medication Packaging

Oral Medications must be in pre-filled medication boxes clearly labeled with the Resident's name and reminder times. Residents must choose the person designated to pre-fill medication boxes (Hampton Suites Staff will not assist in pre-filling). Because the medication has been removed from its original pharmacy filled container, the Resident must be aware of the risks involved:

1. the Resident may not receive the correct medication or the correct dosage;
2. all of the medication may not have been included in the container; and
3. the container may be filled improperly causing the Resident to take the wrong medication or an incorrect dosage, which could cause serious harm up to and including death.

Written consent by the Resident and/or his or her Legal Representative shall be kept in the Resident's clinical file. Note that it is the Resident, not the family member responsible for filling the containers, who must consent to these risks.

If Hampton Suites chooses to allow use of such containers for Residents who participate in SAMM, then, as with all services, Hampton Suites must offer this option to all Residents for whom the service is appropriate. However, Hampton

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Suites may refuse to offer this service to a Resident if Hampton Suites finds that the person who would be filling the containers for the Resident is unable to do so properly or in a timely manner. Any Assisted Living Residence that sets limits on medication packaging systems must submit a policy regarding medication packaging systems to the EOEA for approval prior to implementation of the policy.

Pharmacy Choice

Hampton Suites at Southgate complies with 651 CMR 12.08(1)(G). We encourage, support and do not restrict Resident Pharmacy choice.

Medication Storage

Hampton Suites at Southgate does not utilize a Central Storage area for Resident medications. All medications shall be delivered from the pharmacy directly to the Resident's apartment home. If the Resident is unavailable at the time of delivery, medications may be delivered and stored in the standard manner or location within the apartment, with written permission on file by the Resident. The Resident Medication Assessment and Service Plan will denote how and where (locked container), medications will be stored in the Resident(s) apartment home.

Resident

Date

Resident

Date

Legal Representative

Date

Legal Representative (Print Name)

Hampton Suites Authorized Representative

Date

ENTRANCE FEE CERTIFICATE

Southgate at Shrewsbury, Inc., a Massachusetts Corporation ("Southgate"), for receipt from the Resident of an Entrance Fee in the amount of \$ _____, (the "Entrance Fee Amount"), hereby promises to pay to _____ ("Resident") the Entrance Fee Amount, minus a Deferred Fee equal to the lesser of 15% of the Entrance Fee or, if termination occurs within the first 15 months of occupancy to the Community, 1% of the Entrance Fee for each month of occupancy, (the "Deferred Fee") upon the following terms and conditions.

1. **Residency Agreement and Indenture.** This Entrance Fee Certificate ("Certificate") is issued pursuant to the Residency Agreement dated _____, _____ between Southgate and the Resident (the "Residency Agreement") and a Mortgage and Indenture of Trust dated April 21, 1989 (the "Indenture"), between Southgate and US Bank, N.A. (the "Trustee"). The terms and conditions of this Certificate include those stated in the Residency Agreement and the Indenture. The Resident is referred to those documents for a statement of such terms and conditions. Unless otherwise expressly stated herein, capitalized terms are used with the meanings ascribed to them in those documents.
2. **Payment by Southgate.** Payment of the Entrance Fee Amount by Southgate shall be made in the amount and at the times specified as follows:
 - (a) Payment of the Entrance Fee Amount, less Deferred Fee, shall be made to the Resident upon the earlier of: (i) date a new Entrance Fee is received from a new Resident for the Apartment Home and a new Resident has occupied the Apartment Home or (ii) one year after the termination of the Residency Agreement with respect to the last person designated as Resident.
 - (b) A refund of the Entrance Fee Amount less Deferred Fee shall be made as the result of foreclosure of the real estate on which Southgate operates.
3. **Lien and Subordination Thereof.** The repayment of this Certificate is secured by the mortgage granted in the Indenture and such mortgage is subordinate in priority of payment as set forth therein. The Resident and his successors and assigns, by accepting this Certificate, agree to such subordination and authorize the Trustee to give it effect.

4. **Transferability.** This Certificate may not be sold, transferred, assigned, pledged or hypothecated.
5. **Right of Set-Off.** Southgate may set-off, withhold or deduct from payments due hereunder any amounts necessary to satisfy the obligations or liabilities of the Resident to Southgate and its affiliated Health Center, as more particularly described in the Residency Agreement, including, but not limited to, any obligation incurred by Southgate on behalf of a Resident.
6. **Governing Law.** This Certificate shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, Southgate has caused the instrument to be duly executed under seal by officer thereunto duly authorized.

By _____
SOUTHGATE AT SHREWSBURY, INC.
Authorized Officer

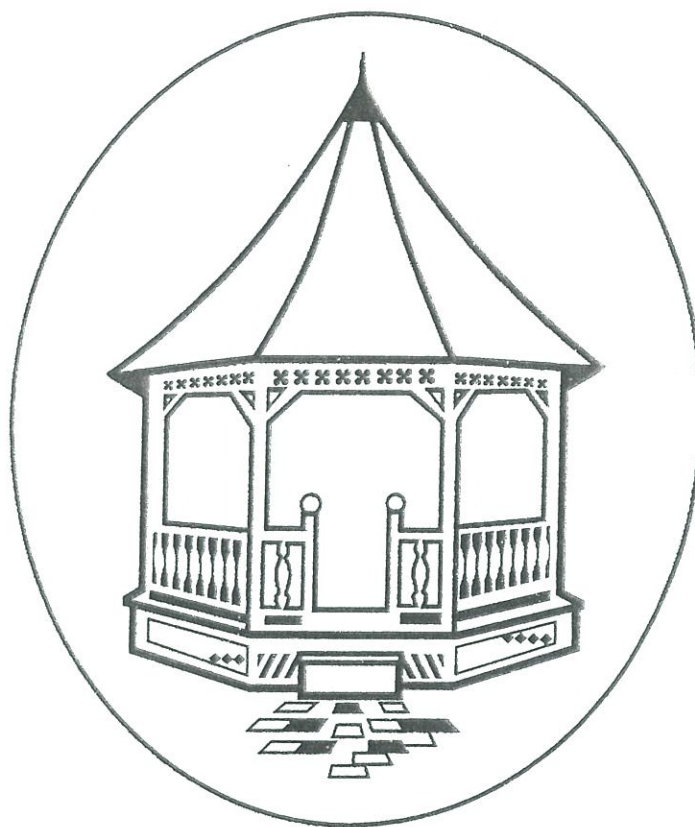
_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Legal Representative	Date

This Entrance Fee Certificate is issued pursuant to the Residency Agreement between Southgate and the Resident and a Mortgage and Indenture of Trust between Southgate and US Bank, N.A. as Trustee.

By _____
US BANK, N.A., as Trustee
Authorized Officer

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Hampton Suites at Southgate Residency Agreement



Southgate at Shrewsbury, Inc.
30 Julio Drive
Shrewsbury, MA 01545

Hampton Suites at Southgate Residency Agreement

I. SPECIFICATIONS

Resident(s): _____

Apartment Number: _____

Occupancy Date: _____

Entrance Fee: _____

Monthly Fee: _____

II. RECITALS

A. This Residency Agreement ("Agreement") is entered into between _____ and _____ (individually and/or collectively "Resident") and Southgate at Shrewsbury, Inc., ("Southgate") 30 Julio Drive, Shrewsbury, MA 01545, a Massachusetts Corporation which owns and operates Southgate at Shrewsbury, a non-smoking senior living community (the "Community"), and which operates a certified Assisted Living Residence doing business as Hampton Suites at Southgate ("Hampton Suites").

B. In exchange for payments, initially specified above in Section I. and subject to adjustment pursuant to Section VII. G., Resident will be entitled to receive the services described in this Agreement and to occupy Apartment Number _____ (the "Apartment") in the Community for a period of one month beginning on _____, _____ and thereafter to automatically renew for successive terms of one month unless terminated according to the provisions of this Agreement. The Occupancy Date indicated in Section I. of this Agreement refers to the original occupancy date to the Community (the "Occupancy Date").

- C. Resident has the right, in common with all others, to utilize all community facilities of Southgate with the exception of the Atrium Dining Room and the Saratoga Lounge.

III. SERVICES PROVIDED BY HAMPTON SUITES INCLUDED IN THE MONTHLY FEE

A. Self-Administered Medication Management

A qualified employee may assist a Resident to take the proper medication ordered by the physician in accordance with 651 CMR12.02.

1. Open pre-filled medication package for Resident and place the container or the medication from the container in the Resident's hand. Medications may also be placed in a cup or saucer type container provided Resident is holding the container.
2. If a Resident asks, staff may read the medication label to Resident, and check the dosage against the label on the container to be sure the Resident is taking the medication at the correct time and correct route (by mouth, by injection, by spray, inhaler, or drops). Medication can be checked against the medication list provided in the medication book. Make sure it is the correct Resident by asking him/her their name.
3. Prescription and non prescription salves, ointments, patches, eye drops and eardrops are not to be treated any differently than oral medications. The PCA may only observe and assist a Resident with medication. They may guide and/or support the Resident's arm or hand. The PCA may not squeeze the bottle of drops or spray. The PCA may not apply any medicated ointments or salves of any kind.
4. The PCA will watch the Resident take the medication, and observe and document the actions of the Resident after taking the medication. The PCA must initial the appropriate box on the medication sheet.
5. PRN medications are to be treated no different than any other medication. All PRN medications must be pre-filled and clearly marked what the medication is and what it is to be used for. All Residents must be able to ask for the medication and know what the medication is for.
6. Oral medications must be in pre-filled medication boxes clearly labeled with Resident's name and reminder times. Resident must choose the person designated to pre-fill medication boxes (Hampton Suites employees will not assist in pre-filling). Because the medication has been removed from its original pharmacy filled container you must be aware of the risks involved.

Resident hereby acknowledges the following risks involved in using pre-filled medication boxes:

- Difficulty in identifying medications that have been pre-filled
- Unable to verify prescription dosage
- No label to compare

Our intent is to provide the best possible safest living environment for our Residents. Assisting with medications is a very important part of our service.

B. Service Plan

Hampton Suites shall develop, together with the Service Coordinator and each Resident and/or his Legal Representative, an individual Service Plan (the "Service Plan") that describes the service needs of the Resident and identifies the services provided by Hampton Suites. Hampton Suites services include one hour per day of services with activities and/or with instrumental activities of daily living for the Resident. The Service Plan shall be reviewed/reassessed at least every six months, or when a Resident informs Hampton Suites of a service need or health condition change.

ADL's (Activities of Daily Living)

- Bathing
- Dressing
- Grooming
- Ambulation
- Toileting/Incontinent Care

IADL's (Instrumental Activities of Daily Living)

- Apartment Tidying
- Laundry (Personal and Linens)
- Daily Bed Making
- Assistance with Appointment Scheduling
- Escort to dining services, activities and other events within the community

C. 24 Hour Staffing

Staff will be on duty twenty-four (24) hours each day, seven days a week.

D. Emergency Response System

An emergency response system will be provided for each Apartment. A staff member will be available to request emergency medical assistance from emergency services available in the area. Emergency medical services are not provided by Hampton Suites. The Resident agrees to keep on file with Hampton Suites the name

and telephone number of the Resident's physician and the name and telephone number of an individual to call in the event of an emergency.

E. Meal Service

Three meals a day will be served to the Resident from our selective menus in one of the Hampton Suites dining rooms or in the Resident's Apartment.

Therapeutic diets consisting of low fat, low sugar and low salt will be offered when the Resident's Service Plan indicates a need for such. A qualified dietician shall evaluate all therapeutic diet plans, at least every six months, unless otherwise specified by the Resident's primary physician.

F. Maintenance and Repair Services

Hampton Suites will repair, maintain, and/or replace property and equipment in all common areas of the Community and maintain property owned by Southgate furnished with the Apartment.

G. Housekeeping Services

Resident is responsible for maintaining the Apartment in a clean, sanitary and orderly condition. Once a week, Hampton Suites will furnish light housekeeping services consisting of vacuuming, dusting cleared surfaces, trash removal, sanitizing the bathroom and external cleaning of the kitchen area.

H. Linen and Laundry Services

Hampton Suites will change bed linens (sheets and pillow cases) once per week. The Resident may launder personal items in the washer and dryer furnished with the Apartment, and/or Hampton Suites will provide personal laundry service once per week.

I. Utilities

Hampton Suites will furnish water, sewer, electricity, trash removal, heat and air conditioning.

J. Health and Wellness Services

Hampton Suites staff will assist the Resident to and from appointments at the Shrewsbury Medical Center when included in the Resident's individual Service Plan.

The Resident acknowledges that Hampton Suites is not a licensed health care provider and that the basic services do not include any skilled care or nursing services.

K. Local Transportation

Hampton Suites will provide limited scheduled local transportation for Residents to designated shopping or planned social events Monday thru Friday: 8:00 am - 4:30 pm, with a minimum number of participants.

L. Social and Recreational Activities

Hampton Suites will have staff available to help plan, coordinate, and operate social and recreational programs for Residents.

IV. LIMITATIONS ON SERVICES OR SERVICES NOT PROVIDED BY HAMPTON SUITES

Except as otherwise expressly stated in this Agreement, the residence either has limitations on or does not provide the following services:

ADL's

- Hampton Suites will prepare meals and meal trays, but will not assist in actual feeding of Residents.
- Hampton Suites will assist with incontinent care, but the Resident must supply his or her own incontinent products.

IADL's

- Hampton Suites will provide laundry service but no ironing.
- Resident's guests may arrange for meals at an additional cost.

LMA (Limited Medication Administration)

- Hampton Suites does not provide LMA.

Behavior Management

- Hampton Suites will provide up to an every two- hour check if the Resident's individual Service Plan indicates a need for it.
- Hampton Suites does not provide special accommodations for Residents with behavior or wander issues.

Management of Personal Finances

- Hampton Suites will not hold and/or disburse of any Resident's funds.

Utilities

- Residents are responsible for their own telephone and cable service.

Subsidy

- Hampton Suites does not participate in any subsidy programs.

V. STAFFING LEVELS FOR PERSONAL CARE ATTENDANTS AND THE ROLE OF THE NURSE:

Currently Hampton Suites schedules the following number of PCA's

<u>Shift</u>	<u>Staff</u>
7:00 a.m. - 3:30 p.m.	4 to 5
3:00 p.m. - 11:30 p.m.	3 to 4
11:00 p.m. - 7:30 a.m.	2 to 3

Currently Hampton Suites schedules a nurse on a per diem basis to perform the following:

- Introductory visits to review the Resident's individual Service Plan. All introductory visits must be within 48 hours of a personal care worker providing services to a Resident and/or when there is a significant change in the Residents personal care needs.
- Skills evaluations on all personal care attendants upon hire and every six months thereafter.

No nurse who is working for the Residence shall provide skilled nursing care (for example, injections, sterile dressing changes, tube feeding, continuous oxygen, catheters, and physical therapy), nor oversee nor supervise such practice.

Staffing levels may vary due to the number of Residents and staff availability.

VI. RULES OF CONDUCT for STAFF, MANAGEMENT and RESIDENTS

A. Residents Rules

1. Parking must be in assigned parking places only.
2. Apartments must be kept clean, sanitary and free from intolerable odors.
3. Entrance doors, hallways elevators and other public areas shall not be obstructed.
4. No personal belongings may be placed in halls, stairways or about the building.
5. No littering of papers or trash is allowed. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulations.

6. No goods or materials of any kind or description, that are combustible or would increase fire risk, shall be taken or placed in storage areas.
7. No use of obscene or abusive language, or gesture.
8. No offering of gratuities, tips, or property to employees.
9. Responsible and liable for the conduct of his/her guests.
10. No smoking in any part of the building, including Residents' apartments.
11. Should the need for skilled nursing care become necessary, the Resident agrees to obtain such services from a Certified Provider of Ancillary Services or a Licensed Hospice.

B. Management and Staff Rules

1. Treat all Residents and staff with dignity and respect.
2. No use of obscene or abusive language, or gestures will be tolerated.
3. No physical, emotional or financial exploitations of Residents.
4. No threatening, intimidating or coercing Residents or fellow staff members.
5. No acceptance of gratuities, tips, or property from Residents.
6. No immoral and/or indecent conduct while on the premises.
7. Breaks should be taken in designated areas only.
8. No deliberate, gross negligence, destruction or damage to any property, equipment, and/or tools belonging to Hampton Suites, Residents or staff.
9. No unauthorized entry into a Resident's apartment.
10. Smoking in designated areas only.
11. Respect Residents' confidentiality.
12. Parking in designated areas only.

VII. FINANCIAL ARRANGEMENTS

A. Payment of Entrance Fee

Resident will pay Southgate a one-time 85% refundable Entrance Fee (the "Entrance Fee") in the amount specified in Section I. of this Agreement. The Entrance Fee is non-interest bearing and non-refundable except upon termination of this Agreement as provided in Sections VIII. B. and IX. Southgate's obligation to refund Resident and/or estate of Resident is secured by a Mortgage and Indenture of Trust dated April 21, 1989 and is evidenced by an executed Entrance Fee Certificate between Southgate and Resident.

B. Deferred Fee

After occupancy, upon termination of this Agreement for whatever reason as to all persons designated in Section I. of this Agreement as Resident, Resident will pay Southgate a deferred fee equal to the lesser of 15% of the Entrance Fee as

shown in Section I. or, if termination occurs within the first 15 months after the Occupancy Date, 1% of the Entrance Fee for each month of occupancy, based on the number of days of occupancy pro-rated equally over 456 days (the "Deferred Fee"). The Deferred Fee is due and payable on the date that Resident's Entrance Fee is repaid by Southgate, as pursuant to Section VII. D., or termination of this Agreement occurs whichever is later, and shall be withheld from the repayment of Entrance Fee.

C. Right of Set-Off

Southgate has the right to set-off against repayment of the Entrance Fee, the Deferred Fee, Monthly Fee including late charges, charges for Additional Services and any other amounts due Southgate under this Agreement.

D. Repayment of Entrance Fee by Southgate

1. If termination of this Agreement occurs prior to the Occupancy Date, as provided in Section VIII. B., Southgate will pay to Resident and/or estate of Resident, as appropriate a full refund of the Entrance Fee.

2. If termination of this Agreement occurs after the Occupancy Date as provided in Section IX., Southgate will repay the Entrance Fee to Resident and/or estate of Resident, as appropriate, upon the earlier to occur of (i) one year after termination of this Agreement and all outstanding charges of Southgate have been paid and Resident's Apartment has been vacated and all personal property removed therefrom or (ii) termination of this Agreement and all outstanding charges of Southgate have been paid and Resident's Apartment has been vacated and personal property removed therefrom and a new Entrance Fee is received from a new Resident for the Apartment and a new Resident has occupied the Apartment formerly occupied by Resident.

E. Monthly Fee and Monthly Charges

A monthly statement will be provided in advance to Resident for payment of the Monthly Fee as provided in Section I. of this Agreement. The Monthly Fee will be pro-rated for the first and last month of occupancy based upon the number of days of occupancy in the month.

The monthly statement will include:

- a. Monthly Fee for the following month;
- b. any credits;
- c. charges for Additional Services rendered up to the cut-off date for the monthly statement;
- d. any other amounts due Southgate.

F. Payment of Monthly Charges

The monthly charges are due and payable to Southgate on or before the first day of each calendar month or following receipt of Southgate's monthly statement. If Resident fails to make payment in full on or before the 10th day of the calendar month in which they are due, a late charge may be assessed by Southgate in the amount of 1.5% per month of the outstanding balance. Failure of Resident to make payment of the monthly charges within 15 days of when due will be a default under this Agreement and Southgate may terminate this Agreement.

G. Monthly Fee Adjustments

The Monthly Fee due under this Agreement may be changed by Southgate. Resident agrees to be bound by and to pay any such Monthly Fee change. Southgate agrees to give thirty (30) days prior written notice of any such Monthly Fee change to the Resident, by addendum to be made part of this Agreement or by new agreement stating the new amount of the Resident's Monthly Fee. Any such change shall become effective on the date stated in the thirty (30) day notice. In the event of any change in the Monthly Fee, Resident may terminate this Agreement and not be bound by any such change by giving written notice thereof to Southgate within ten (10) days after Southgate's notice is sent to Resident. Such termination shall become effective thirty (30) days after the date that the Monthly Fee change was to become effective as stated in the Monthly Fee adjustment notice.

H. Responsible Party Agreement

If so required by Southgate, the Resident shall designate an individual, (the "Responsible Party") who has agreed to pay the Resident's obligations or make decisions related to the Resident's Service Plan under this Agreement in the event the Resident does not make payment when due. If required, the Resident, the Responsible Party and Southgate shall enter into a Responsible Party Agreement, which evidences this obligation.

VIII. TEMPORARY TRANSFERS AND TERMINATION PRIOR TO OCCUPANCY

A. Temporary Transfer from Hampton Suites for Reasons of Health

If necessary, a committee will be formed, which may include among its members the Service Coordinator, a physician retained by the Resident and the Manager of Hampton Suites or his/her designee, (hereafter the "Review Committee"). If, in the opinion of the Review Committee the health condition of the Resident is such that his or her continued presence in the Community is or may become dangerous or detrimental to the health, safety or comfort of other Residents of Hampton Suites or to himself or herself, Hampton Suites may arrange for such hospitalization or transfer to a special service facility as may be appropriate.

The Resident may contract with any licensed health care provider to obtain necessary health care services in the Apartment provided that, with those services, the Resident can safely reside at Hampton Suites and also provided that those services do not exceed any limitations established by Massachusetts law. Resident's ability to reside safely at Hampton Suites shall be determined by Hampton Suites in its sole discretion.

B. Termination Prior to Occupancy

Either party may terminate this Agreement at any time prior to the Occupancy Date by delivering to the other party notice of such termination. If the Apartment is ready for occupancy on the Occupancy Date and Resident fails to occupy the Apartment on said date, either by reason of death or any other reason, then Resident will be deemed to have terminated this Agreement as of that date unless the parties agree in writing to extend the Occupancy Date.

IX. TERMINATION AFTER OCCUPANCY

A. Termination by Resident

Resident may terminate this Agreement after the Occupancy Date by delivering to Hampton Suites written notice of Resident's intent to do so. The written notice will state the date when the termination is to become effective, at or prior to which time Resident will vacate the Apartment and remove his or her belongings wherefrom. The effective date of such termination will not be less than thirty days after notice has been given.

B. Termination by Death

Unless otherwise terminated, this Agreement will terminate at the death of the Resident. In the case where the deceased Resident was the sole occupant of the Apartment, the obligation to pay Monthly Fee as provided in this Agreement will continue until the Apartment has been vacated by the family, the estate of the deceased Resident, or by Hampton Suites, and the keys have been returned to Hampton Suites. In the case of double occupancy, the Monthly Fee will be adjusted following the death of one Resident to the Monthly Fee for single occupancy.

C. Termination by Hampton Suites

Hampton Suites may terminate this Agreement upon fourteen (14) days' prior written notice if Resident fails to pay the monthly charge when due.

Hampton Suites may terminate this Agreement upon thirty (30) days' prior written notice upon occurrence of any of the following events:

1. The Resident's physical or mental needs cannot be met in the assisted living environment at the Community. This situation may arise because the Resident requires care or services that either are not available at the Community, or if available, the Resident has chosen not to contract for such services from the Community, and the Resident has not made adequate arrangements for the provision of such services from other care providers and/or family members. The criteria used by Hampton Suites to determine whether the above conditions have been met are one or more of the following:

- Assistance with ADL's cannot be met within the contractual allotted time
- Skilled nursing is required
- Special accommodations are required to manage behavior issues i.e., wandering, inappropriate behavior, sexual misconduct and other behavior issues
- LMA is required

2. The Resident or their guests are habitually disruptive, create unsafe conditions, are verbally or physically abusive to other Residents, disrupt the rights of other Residents to the quiet enjoyment of their apartments and/or community areas, interfere with the management of the Community, or otherwise endanger the health or welfare of himself/herself and/or other Residents.

3. The Resident fails to comply with the terms of this Agreement.

4. The Resident makes any material misrepresentation or omission in the application documents.

Resident has the right to a summary process procedure in accordance with M.G.L. c.186 and M.G.L. c. 239, unless Resident voluntarily terminates residency at Hampton Suites.

X. RIGHTS AND OBLIGATIONS OF RESIDENT AS TO PROPERTY

A. Right of Property

The rights and privileges granted to Resident by this Agreement do not include any right, title or interest in any part of the personal property, land, buildings and improvements owned or administered by Hampton Suites. Resident's rights are primarily for services, with a contractual right of occupancy. Hampton Suites grants to Resident a revocable license to occupy and use space in the Community. Any

rights, privileges or benefits under this Agreement will be subordinate to any mortgage or deed of trust on any of the premises or interest in real property of Hampton Suites, to all amendments, modifications, replacements or refunding, of any such mortgage or deed of trust, and to such reasonable policies, rules and regulations on the use of Hampton Suites' property as will from time to time be imposed by Hampton Suites. Resident agrees, upon request, to execute and deliver any document that is required by Hampton Suites, or by the holder of such mortgage or deed of trust to effect such subordination or to evidence the same.

B. Use of Apartment

The Apartment will be used for residential purposes and will not be used for business or professional purposes, or in any manner in violation of the law. For the safety of the Community and in the best interests of the health and well-being of the Resident and our staff, Hampton Suites has made a commitment to be a smoke-free Community. No smoking is allowed in the common areas of the Community. Resident agrees not to smoke in the Apartment Home, nor to allow guests to smoke in the Apartment Home.

C. Right of Entry

Hampton Suites recognizes Resident's right to privacy and its responsibility to limit entry to the Apartment to legitimate emergencies and scheduled work. Resident recognizes and accepts the responsibility of Hampton Suites to enter Resident's Apartment to carry out the purpose and intent of this Agreement. Such entry includes but is not limited to:

- (a) Performance of services contemplated by this Agreement,
- (b) Response to the emergency response system,
- (c) Response to automatic fire alarm system,
- (d) Entry by authorized personnel in the event that Resident is reported missing or having not responded to a call,
- (e) Scheduled or emergency maintenance procedures, and
- (f) Entry by authorized personnel at reasonable times to show the Apartment Home to a prospective resident.

D. Responsibility for Damages

Any loss or damage to real or personal property of Hampton Suites caused by the negligence of Resident will be charged to and paid for by Resident. If any negligence of another Resident results in injury, illness, damage to Resident, or damage to Resident's personal property, Hampton Suites assumes no responsibility therefrom, and Resident hereby releases and discharges Hampton Suites from

responsibility for damage to Resident of Resident's personal property caused by the fault or negligence of other Residents.

E. Responsibility for Protection of Resident's Property

In the case of Resident's death, Hampton Suites will attempt to deliver, at the cost of Resident's estate, all personal property in the Apartment occupied by the Resident, and any personal property of Resident previously stored by Hampton Suites, to Resident's executor, administrator, or personal representative, or if none qualifies within thirty days after Resident's death, to any of Resident's next of kin. After death, items not removed will be held in storage for up to six months at the risk and expense of Resident's estate or of the persons entitled thereto, after which they will be sold. Resident will, at the time he or she moves to the Community, give instructions to Hampton Suites, designating to whom the personal property should be delivered. Resident agrees that Hampton Suites will not be held liable for delivery of personal effects to the guardian or conservator or next-of-kin.

F. Responsibility for Maintaining Insurance

Resident will be responsible for maintaining insurance for health, personal property, liability, and any such insurance Resident deems necessary to protect against loss of any kind.

XI. MISCELLANEOUS

A. Documents Made a Part of the Residency Agreement

The Residency Agreement includes the Resident Rights as outlined in 651 CMR 12.08(1) and attached hereto as Exhibit A, the Entrance Fee Certificate between Southgate and the Resident, the Mortgage and Indenture of Trust dated April 21, 1989 between Southgate and State Street Bank and Trust Company (the "Mortgage and Indenture of Trust"), Personal History and Financial Statement application documents completed by Resident are hereby incorporated by reference. Knowing that Hampton Suites will rely on the financial information submitted by Resident to Hampton Suites, Resident represents and warrants that all such information is true and complete as of the date of this Agreement and as of the Occupancy Date.

B. Entire Agreement

This Agreement constitutes the entire agreement between Southgate and Resident. Southgate will not be liable for, or bound by, any statements, representations or promises made to Resident by any person representing or purporting to represent Southgate unless such statements, representations or promises are expressly set forth in writing in this document.

C. Severability

Each provision of this Agreement will be deemed separate from each other provision and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the balance of this Agreement.

D. Binding Effect

This Agreement is binding upon the successors and assigns of Southgate and the heirs and personal representatives of Resident. The rights of Resident under this Agreement are not assignable or transferable in whole or in part by Resident and Resident will have no right to sublet the Apartment.

E. Impairment of Resident's Finances

Resident agrees not to sell, transfer, assign, mortgage or encumber in any way Resident's right to receive a refund of the Entrance Fee held by Southgate. Resident may not sell, transfer, assign, hypothecate or encumber any of the Resident's ability to meet Resident's financial obligations to Southgate.

F. Rules Adopted by Hampton Suites

Hampton Suites reserves the right to adopt policies and procedures regarding residency and the management and performance of staff consistent with the provisions of this Agreement. If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Each Resident will receive a handbook of rules and regulations of the Community (the "Resident Handbook"). Resident agrees to observe said policies, procedures, rules and regulations for the convenience, comfort, and safety of all.

G. Grievance Procedure

Resident may present any grievances and recommended changes in policies, procedures, rules and regulations and services to any staff, supervisory staff, the Manager of Hampton Suites, or to any other person without restraint, interference, coercion, discrimination or reprisal, either orally or in writing, and Hampton Suites will seek to respond to Resident's concerns. Resident may also contact the Massachusetts Assisted Living Ombudsman Program at any time at the Executive Office of Elder Affairs, One Ashburton Place, Boston MA 02108, or by calling 1-800-AGE-INFO (1 800-243-4636) TDD/tty: 1 800-872-0166.

H. Notices

Any notice to Hampton Suites by Resident under this Agreement shall be given in writing and mailed by regular U.S. Mail or delivered in hand to the administrative office of the Community.

Any notice to Resident by Hampton Suites shall be given in writing and mailed by regular U.S. Mail or delivered to Resident's Apartment or such other address as Resident may designate in writing to Hampton Suites.

I. Indemnification for Negligence

Resident will indemnify, protect and hold harmless Southgate for any loss, damage, injury or expense incurred by it as a result of the careless, negligent or willful acts of Resident or Resident's guests.

J. Personal Liability of Hampton Suites' Owners etc.

This Agreement has been executed on behalf of Hampton Suites, by its duly authorized agent and, no owner, director, agent or employee of Hampton Suites shall have any personal liability hereunder to Resident under any circumstance.

K. Governing Law

The provisions of this Agreement will be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts as at the time in effect, including Chapter 354 of the Acts of 1994 and related regulations. Hampton Suites covenants to comply with applicable federal and state laws and regulations concerning consumer protection and the protection of elderly and disabled persons from abuse, neglect, and financial exploitation.

In witness whereof, Southgate and Resident have signed this Agreement on
this _____ day of _____, _____.

Southgate at Shrewsbury, Inc.

By _____
Title: Authorized Representative

Resident

Signed _____

Print Name _____

Signed _____

Print Name _____

Witness _____

Legal Representative

Signed _____

Print Name _____

Occupancy Date endorsement:

Resident will begin/began occupancy of the Community on _____

Initialed Southgate _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Legal Representative _____ Date _____

Contract Document Revision Date: December 10, 2006

Exhibit A
651 Code of Massachusetts Regulations
Executive Office of Elder Affairs
Effective December 1, 2002

Section 12.08 - Resident Rights

Every Resident of an Assisted Living Residence shall have the right to:

- a) Live in a decent, safe, and habitable Residential living environment;
- b) Be treated with consideration and respect and with due recognition of personal dignity, individuality, and the need for privacy;
- c) Privacy within the Resident's Unit subject to rules of the Assisted Living Residence reasonably designed to promote health, safety and welfare of Residents;
- d) Retain and use his or her own personal property, space permitting, in the Resident's living area so as to maintain individuality and personal dignity;
- e) Private communications, including receiving and sending unopened correspondence, access to a telephone, and visiting with any person of his or her choice;
- f) Freedom to participate in and benefit from community services and activities and to achieve the highest possible level of independence, autonomy, and interaction within the community;
- g) Directly engage or contract with licensed or certified health care providers to obtain necessary health care services in the Resident's Unit or in such other space in the Assisted Living Residence as may be available to Residents to the same extent available to persons residing in their own homes, and with other necessary care and service providers including but not limited the pharmacy of the Resident's choice subject to reasonable requirements of the Residence. The Resident may select a medication-packaging system within reasonable limits set by the Assisted Living Residence. Any Assisted Living Residence policy statement that sets limits in medication packaging systems must first be approved by EOEa;
- h) Manage his or her own financial affairs, unless the Resident has a Legal Guardian or other court-appointed representative with the authority to manage the Resident's financial affairs;
- i) Exercise civil and religious liberties;
- j) Present grievances and recommended changes in policies, procedures, and services to the Sponsor, Manager or staff of the Assisted Living Residence, government officials, or any person without restraint, interference, coercion, discrimination or reprisal. This right includes access to representatives of the Assisted Living

Ombudsman Program established under M.G.L. c. 19D, § 7, the Elder Protective Services program established under M.G.L. c. 19A, §§ 14 through 26 and the Disabled Persons Protection Commission (DPPC) established under M.G.L. c. 19C et seq.;

- k) Upon request, obtain from the Assisted Living Residence, the name of the service Coordinator or any other persons responsible for his or her care or the coordination of his or her care;
- l) Confidentiality of all records and communications to the extent provided by law;
- m) Have all reasonable requests responded to promptly and adequately within the capacity of the Assisted Living Residence;
- n) Upon request, obtain an explanation as to the relationship, if any, of the Residence to any health care facility or educational institution insofar as the relationship relates to his or her care or treatment;
- o) Obtain from a person designated by the Residence a copy of any rules or regulations of the Residence which apply to his or her conduct as a Resident;
- p) Privacy during medical treatment or other rendering of services within the capacity of the Assisted Living Residence;
- q) Informed consent to the extent provided by law;
- r) Not be evicted from the Assisted Living Residence except in accordance with the provisions of landlord tenant law as established by M.G.L. c. 186 or M.G.L. c. 239 including, but not limited to, an eviction notice and utilization of such court proceedings as are required by law;
- s) Be free from Physical and Chemical restraints;
- t) Receive an itemized bill for the basic fee and for charges, expenses and other assessments for the provision of Resident services, Personal Care Services, and optional services;
- u) Have a written notice of the Residents' Rights published in typeface no smaller than 14 point type posted in a prominent place or places in the Assisted Living Residence where it can be easily seen by all Residents. This shall include the, address, and telephone numbers of the EOEA Assisted Living Ombudsman Program, and the telephone number of the Elder Abuse Hotline; and
- v) Be informed in writing by the Sponsor of the Assisted Living Residence of the community resources available to assist the Resident in the event of an eviction procedure against him or her. Such information shall include the name, address and telephone number of the Assisted Living Ombudsman Program.